

**Transit Service Amendment  
to the Agreement  
Between  
New Cingular Wireless PCS, LLC  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina  
and AT&T Tennessee  
Dated June 10, 2005**

Pursuant to this Amendment, (the "Amendment"), New Cingular Wireless PCS, LLC (Cingular) and BellSouth Telecommunications, Inc. now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter referred to as "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 10, 2005 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, AT&T and Cingular entered into the Agreement on June 10, 2005, and:

WHEREAS, the Parties desire to amend the Agreement in order to remove transit traffic pricing charges from the transit traffic usage rate contained in the Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section VIII.C. of the Agreement is hereby deleted in its entirety and replaced with the following:

**VIII.C.** If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier pursuant to the terms and conditions of the Commercial Transit Traffic Service Agreement entered into by the Parties.

2. Attachment C Paragraph H of the Agreement is hereby deleted and replaced with the following:

**H.** Exchange of records will begin no earlier than ninety (90) days from the later of the date the contract is signed or the date that all necessary information as defined in Section C of this Attachment is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the per minute Transit charge as per the terms and conditions of the Commercial Transit Traffic Service Agreement entered into by the parties.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties may have not yet incorporated into the Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the appropriate Commissions, however, the Parties agree to implement the provisions of this Amendment on the Effective Date listed above.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc., by  
AT&T Operations, Inc., its authorized  
agent.**

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 5/16/08

**New Cingular Wireless PCS, LLC**

By: Michael F. Van Weelden

Name: Michael F. Van Weelden

Title: Director SCM Network

Date: 5/13/08

*JK sk*

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Title: Director

Date: 5/16/08

**New Cingular Wireless PCS, LLC**

By: Michael F. Van Weelden

Name: Michael F. Van Weelden

Title: Director SCM Network

Date: 5/13/08

*OK*